IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.1888 OF 2004

Jet Airways (India) Pvt.Ltd. Plaintiff

versus

Sahina Travels Defendants

Ms.Priya Bhagwati i/by M/s.V.V.Juris for plaintiff

None for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 18th July 2005

PC :

1. M/s.Jet Airways (India) Private Limited has instituted present suit against defendant who was appointed as Passenger Sales Agent. The claim, according to Jet Airways arises out of passengers sales agency agreement executed between the plaintiff and defendant on 4th August 2001 at Mumbai. It is on the terms and conditions incorporated in this agreement that the defendant was appointed as an agent by the plaintiff. Insofar as payment is concerned, the stipulation is contained in clause 7.

2. It is the case of the plaintiff that the defendant after execution of this agreement and submission of statement, admitted it's liability to pay to the plaintiff a sum of Rs.17,41,057/-. The defendant paid a sum of Rs.5,79,899/- on 10th September 2001. Thereafter, on 29th April 2000 and 17th April 2000 a sum of Rs.1.00 lakh and Rs.50,000/- was paid. Thus, out of the total outstanding amount of Rs.17,41,057/-, the defendant paid Rs.7,29,899/- leaving balance of Rs.10,11,158/-.

3. In part payment of this admitted liability, on 3rd July 2002 one more cheque of Rs.50,000/- forwarded, which on presentation was dishonoured with an endorsement "payment stopped by drawer". The plaintiff repeated their request to pay the amount outstanding as also clear the cheque but ultimately finding no response, addressed an advocate's notice dated 19th September 2003. This notice was also received by the defendant but the payment was not made.

4. It is in these circumstances that the present suit is filed. I am satisfied that the present suit is maintainable as a summary suit. the claim arises out of a written contract and there

is acknowledgement of liability by the defendant. The claim is also not barred by limitation inasmuch as last payment after acknowledging the liability was made on 3rd July 2002. The present suit is, filed on 16th July 2004.

5. Writ of Summons has been served and the receipt of papers and proceedings is duly acknowledged by the defendant on 26th July 2004. There is no appearance filed nor is any dispute raised to the claim in the suit. The plaintiff is, therefore, entitled to a decree as prayed.

6. Affidavit proving service taken on record and marked "X" for identification. Original documents with list taken on record and marked "X-1" for identification. There will be a decree as prayed. However, further interest shall be calculated @ 12% p.a.. Office to draw up the decree accordingly. Refund of court fees and computation of advocates costs as per rules.

(S.C.DHARMADHIKARI, J.)